

EXHIBIT D

CONFLICT OF INTEREST

- (1) Licensee stipulates that no person employed by the Licensors has been employed, retained, induced or directed to solicit or secure this lease upon agreement, offer, understanding or implication involving any form of remuneration whatsoever.
- (2) The Licensee agrees that in the event of an allegation of substance (the determination of which will be made solely by the Licensors) that Paragraph (1) has been violated, the Licensee shall cooperate fully with the Licensors in establishing whether or not the allegation is true.
- (3) The Licensee agrees to be liable for, and agrees to pay to the Licensors, any damage resulting to the Licensors because of any violation of Paragraph (1). The Licensee understands that any such violation may also subject the Licensee to prosecution under commercial bribery statutes or other laws.

Agreement No.

Appendix

Exhibit E

NonDiscrimination Compliance Agreement

Contractors shall comply with the applicable provisions of the following:

Exec. Order No. 11246, Exec. Order No. 11625, Section 8 of the Small Business Act as amended, Railroad Revitalization and Regulatory Reform Act of 1976, Exec. Order No. 11701, Exec. Order No. 11758, Exec. Order No. 12138, Section 503 of the Rehabilitation Act of 1973 as amended by PL93-516, Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the rules, regulations and relevant Orders of the Secretary of Labor pertaining to the Executive Orders and Statutes listed above.

For contracts of or which aggregate to \$2,500 or more annually, the following table describes the clauses which are included in the contract:

1. Inclusion of the Equal Employment clause in all contracts and orders.
2. Certification of non-segregated facilities:
3. Certification that an affirmative action program has been developed and is being followed:
4. Certification that an annual Employers Information Report (EEO-1 Standard Form 100) is being followed:
5. Inclusion of the "Utilization of Minority and Women's Business Enterprises" clause in all contracts and orders:
6. Inclusion of the "Minority and Women's Business Enterprises" clause in all contracts and orders:
7. Inclusion of the "Listing of Employment Openings" clause in all contracts and orders:
8. Inclusion of the "Employment of the Handicapped" clause in all contracts and orders:

\$2,500 to \$10,000	\$10,000 to \$50,000	\$50,000 or more
8	1, 2, 5, 6, 7, 8	1, 2, 3*, 4*, 5, 6, 7, 8

* Applies only for businesses with 50 or more employees

1. Equal Employment Opportunity Provisions

In accordance with Exec. Order No. 11246, dated September 24, 1965 and Part 60-1 of Title 41 of the codes of Federal Regulations (Public Contracts and Property Management, Office of Federal Contract Compliance, Obligations of Contractors and Subcontractors), as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

2. Certification of Non-segregated Facilities

The contractor certifies that it does not and will not maintain any facilities it provides for its employees in a segregated manner, or permit its employees to perform their services at any location under its control where segregated facilities are maintained and that it will obtain a similar certification prior to the award of any nonexempt subcontract.

3. Certification of Affirmative Action Program

The contractor affirms that it has developed and is maintaining an affirmative action plan as required by Part 60-2 of Title 41 of the Code of Federal Regulations.

4. Certification of Filing of Employers Information Reports

The contractor agrees to file annually, on or before the 31st day of March, complete and accurate reports on Standard Form 100 (EEO-1) or such forms as may be promulgated in its place.

5. Utilization of Minority and Women's Business Enterprises

(a) It is the policy of the Government and us, as a Government contractor, that minority and women's business enterprises shall have the maximum practicable opportunity to participate in the performance of contracts.

(b) The contractor agrees to use his or her best efforts to carry out this policy in the award of his or her subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business with at least 50 percent of which is owned by minority or women group members or in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority or women group members. For purposes of this definition, minority group members are American Blacks, Hispanics, Asians, Pacific Islanders, American Indians and Alaskan Natives. Contractors may rely on written representation by subcontractors regarding their status as minority or women's business enterprises in lieu of an independent investigation.

6. Minority and Women's Business Enterprises Subcontracting Program

(a) The contractor agrees to establish and conduct a program which will enable minority and women's business enterprises (as defined in paragraph 5 above) to be considered fairly as subcontractors and suppliers under the contract. In this connection, the Contractor shall:

(1) Designate a liaison officer who will administer the contractor's minority and women's business enterprises program.

(2) Provide adequate and timely consideration of the potentialities of known minority and women's business enterprises in all "make-or-buy" decisions.

(3) Assure that known minority and women's business enterprises will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of minority and women's business enterprises;

(4) Maintain records showing (i) procedures which have been adopted to comply with the policies set forth in this clause, including the establishment of a source list of minority and women's business enterprises, (ii) awards to minority and women's business enterprises on the source list, and (iii) specific efforts to identify and award contracts to minority and women's business enterprises;

(5) Include the Utilization of Minority and Women's Business Enterprises clause in subcontracts which offer substantial minority and women's business enterprises subcontracting opportunities.

(6) Cooperate with the Government's Contracting Officer for us in any studies and surveys of the contractor's minority and women's business enterprises procedures and practices that the Government's Contracting Officer may from time to time conduct.

(7) Submit periodic reports of subcontracting to known minority and women's business enterprises with respect to the records referred to in subparagraph (4) above, in such form and manner and at such time (not more often than quarterly) as the Government's Contracting Officer may prescribe.

(b) The contractor further agrees to insert, in any subcontract hereunder which may exceed \$500,000 (or in the case of WBE \$1,000,000 in the case of contracts for the construction of any public facility and which offer substantial subcontracting possibilities) provisions which shall conform substantially to the language of this Agreement, including this paragraph (b) and to notify the Contracting Officer of the names of such subcontractors

7. List of Employment Openings for Veterans

In accordance with Exec. Order 11701, dated January 24, 1973, and Part 60-250 of Title 41 of the Code of Federal Regulations, as it may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

8. Employment of the Handicapped

In accordance with Exec. Order 11758, dated January 15, 1974, and Part 60-741 of Title 41 of the Code of Federal Regulations as may be amended from time to time, the parties incorporate herein by this reference the regulations and contract clauses required by those provisions to be made a part of Government contracts and subcontracts.

APPENDIX 1-P

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX 1-P is, from the effective date hereof, an integral part of the License Agreement between South Central Bell Telephone Company, therein called Licensor, and York Cable Television, Inc. d/b/a Southwest Cablevision therein called Licensee, dated 7-24-90 (hereinafter called the Agreement) and contains the fees and charges governing the use of Licensor's poles and anchors to accommodate the cable, equipment and facilities of Licensee in Centreville, Gloster, Liberty and Woodville, Mississippi. The effective date of this APPENDIX 1-P is July 1, 1990.

ATTACHMENTS

1. ATTACHMENT FEE: \$4.98 per pole per annum.

(a) Computation

For the purpose of computing the total attachment fees due hereunder, the total fee shall be based upon the number of poles to which attachments are actually made, on the first day of June and first day of December of each year. The first advance payment of the annual charge for licenses granted under this Agreement shall be prorated from the date that the attachment is made to the pole to the first regular payment date.

(b) Payment Date

Attachment fees shall be due and payable semi-annually, in advance, on the 1st day of January for the first half of the calendar year beginning on that date, and on the 1st day of July for the last half of the calendar year. Failure to pay such fees within thirty (30) days after presentment of the bill therefor or on the specified payment date, whichever is later, shall constitute a default of this Agreement.

(c) Termination of License

No refund of any attachment fee will be paid on account of any termination or surrender of a license granted hereunder.

2. OTHER CHARGES

(a) Computation

- (1) All charges for inspections, engineering, rearrangements, removals of Licensee's facilities from Licensor's poles or anchors, and any other work performed for Licensee shall be based upon the full cost and expense to Licensor for performing such work. The cost to Licensor shall be determined in accordance with the regular and customary methods used by Licensor in determining such costs.
- (2) The charge for replacement of poles and anchors shall include the entire nonbetterment cost to Licensor, including the increased cost of larger poles, the cost of transferring Licensor's facilities from the old to the new poles, cost of removal of replaced poles and anchors, less any salvage and depreciation credits.

(b) Payment Date

All bills for such other charges shall be payable upon presentment to Licensee, and failure to pay said bill within thirty (30) days after presentment to Licensee shall constitute a default of this Agreement.

LICENSOR

SOUTH CENTRAL BELL TELEPHONE COMPANY

By

Title General Mgr.-Ntwk. Provisioning

Date

7-24-90

LICENSEE

York Cable Television, Inc. d/b/a

Southwest Cablevision

(Name of Licensee)

By

Title

Date

7/10/90

Attest:

Secretary

APPENDIX 2-P

ATTACHMENT TO POLES

THIS APPENDIX 2-P is, from the effective date hereof, an integral part of the License Agreement between South Central Bell Telephone Company, therein called Licensor, and York Cable Television, Inc. d/b/a Southwest Cablevision therein called Licensee, dated 7-24-90 (hereinafter called the Agreement) and contains certain minimum requirements and specifications governing the attachment of cables, equipment and facilities of Licensee (sometimes called Attachments in this Appendix) to poles and anchors of Licensor in Centreville, Gloster, Liberty and Woodville, Mississippi. The effective date of this APPENDIX 2-P is July 4, 1990.

GENERAL

1. The Licensee is responsible for the proper design, construction and maintenance of its Attachments. Attachments generally will be limited to strand-supported cable, service drops, terminals and necessary appurtenances deemed by Licensor to be suitable for pole mounting.
2. Any rearrangements of Licensor's facilities or replacement of poles required to accommodate Licensee's Attachments shall be done by Licensor or a contractor authorized by Licensor.
3. The fees and charges specified in APPENDIX 1-P shall be applicable to all licenses granted to Licensee hereunder, without regard to the methods of attachment used.
4. Licensee's Attachments shall be plainly identified by appropriate marking satisfactory to Licensor.
5. Licensee's workmen shall assure themselves that any pole to be climbed has sufficient strength or is adequately braced or guyed to support the weight of the workmen.
6. All requirements of the National Electric Safety Code referred to herein shall mean the Sixth Edition of such code, or any later amendment or replacement thereof, and shall include any additional requirements of any applicable Federal, State, County or Municipal code, rule or order. References to simply the Safety Code, or to N.E.S.C., have the same meaning..

7. While many of the standards and technical requirements for Licensee's cable, equipment and facilities are set forth herein, Licensors reserves the right to specify the type of construction required in situations not otherwise covered in this Appendix. In such cases, Licensors will in its discretion furnish to Licensee written materials which will specify and explain the required construction.

VOLTAGE, POWER, ELECTRICAL, INTERFERENCE

8. Licensee's Attachments shall not use or carry voltages or currents in excess of the limits prescribed for communications conductors by the National Electrical Safety Code (Definition 43). However, all parts of Licensee's Attachments carrying voltages in excess of 50 volts AC (rms) to ground or 135 volts DC to ground, except for momentary signalling or control voltages, shall be enclosed in an effectively grounded sheath or shield. All energized parts of Licensee's Attachments shall be suitably covered to prevent accidental contact by the general public, Licensors workmen or workmen of another licensee having facilities on the same pole. Licensors reserves the right to require that adequate safety procedures and equipment, in its judgment, be followed and made a part of each of Licensee's Attachments.

9. Licensors shall determine whether Licensee's Attachments cause or may cause electrical interference with Licensors communications facilities. Licensee shall, on demand of Licensors, correct immediately at Licensee's expense any such interference including, if necessary, removal of the Attachments causing the interference.

10. No Attachment shall use the earth as the sole conductor for any part of the circuit.

11. Licensee shall not circumvent Licensors corrosion mitigation measures (e.g., short circuit insulating joints).

GROUNDING AND BONDING

12. All Power supplies shall be grounded. The neutral side of the power drop shall be continuous and not fused. The neutral line shall also be bonded to the power supply cabinet. The cabinet shall be connected to an earth ground at the pole. In areas where a power utility has a ground wire running down the pole, the cabinet can be connected to it if the power utility permits. Where a power utility vertical ground wire is not available, the Licensee must place a ground rod. All metallic structures on a common pole shall be bonded to each other, to the Licensors strand and to the Licensee's strand.

13. (a) Where two or more aerial suspension strands are located on the same pole in a line that is not in joint use with an electric company and is on different through bolts, the suspension strands shall be bonded together at one quarter mile, or less, intervals.

(b) Where two or more aerial suspension strands are located on the same pole in a line that is also in joint use with an electric company which has a multigrounded neutral and is on different through bolts, the suspension strands shall be bonded together at every pole and also bonded to every available vertical ground conductor. In the case of power which is non-multigrounded neutral type design, the suspension strands shall be bonded to each other and to a low impedance ground every one-fourth (1/4) mile or less

(c) The following shall be applicable to 13.(a) and 13.(b) above:

- (1) Where Licensee has been authorized to attach the bond wire to Licensor's strand, the Licensee is responsible for completing the bond.
- (2) If Licensee is not authorized to attach to Licensor's strand, Licensee shall attach the bonding wire to its strand and leave a sufficient length of wire to allow Licensor to complete the bond.
- (3) Where the strands of two or more Licensees are to be bonded together, the Licensee placing the last strand, if authorized to do so by the other licensees, shall make both connections.
- (4) Where such authorization is not granted by the licensee owning the existing strand, Licensee shall attach the bonding wire to its strand and leave enough wire to permit making a connection to the other strand. In such case, the licensee owning the existing strand shall be responsible for completing the bonding.

14. Suspension strands at trolley feeders and trolley contract wires located on the same street shall be bonded at the first, last and every intermediate fifth pole, until the remaining section between bonds is not more than eight (8) spans, with the distance between bonds never to exceed one-quarter (1/4) mile. At other locations, the strands shall be bonded at the first, last and every intermediate fifth pole, until the remaining section between bond is is not more than eight (8) spans. Strands shall be bonded at or near the first pole on each side of underground dips or trolley wire crossovers.

15. Strands attached to the same bolt do not have to be bonded.

16. Where a Licensee's strand leaves a pole which carries other strands supporting communications cables, and Licensee's strand continues to a pole carrying power facilities but no communications facilities of Licensor, Licensee's cable shall be:

- (a) Bonded to be the other communications strands on the pole that it leaves.
- (b) Bonded to an effective ground, preferably within two (2) spans but not greater than ten (10) spans, but in no event greater than one-quarter (1/4) mile, after leaving said pole, and
- (c) Bonded with a No. 6 solid, soft-drawn copper wire, or its equivalent. The wire must be attached to the strand with an approved clamp, such as a lashing wire clamp, designed for attachment to each specific size of strand involved (for example, Chance Lashing Wire Clamp, Catalog Number 9000, or equivalent).

17. Strands supporting drop wire shall be bonded to the cable suspension strand.

CLEARANCES

18. Licensee's Attachments are subject to the same clearance as communications facilities and shall meet all of the pertinent clearance requirements of the Safety Code. Safety Code rules covering the most commonly encountered conditions are listed below.

		NESC 8th Edition <u>General Rule</u>
(a)	Vertical clearance on poles jointly occupied by communication facilities and power facilities	238
(b)	Mid-span clearances between communication facilities and power facilities	238
(c)	Crossing clearances of facilities carried on different supports	233
(d)	Clearances from street light brackets and associated wiring	238E-3
(e)	Clearances of conductors from another line	234
(f)	Clearances of vertical and lateral conductors from other wires and surfaces on the same support	239

NESC 8th Edition
General Rule

- (g) Clearances in any direction from line conductors and supports, and to vertical or lateral conductors, span or guy wires, attached to the same support 235A-3
- (h) Vertical clearance of wires above ground or rails 232

LOCATION AND SPACING

19. Licensor shall specify the location of Licensee's Attachments on each pole(s), including the location of Licensee's riser cable(s).

20. The minimum vertical separation between Licensee's suspension strand and Licensor's suspension strand when located on the same side of the pole shall be twelve (12) inches. Where agreement with the power utility permits the placing of cables on both sides of the pole, the vertical separation between the strands may be reduced if the diagonal separation between strands will be twelve (12) inches or more. (See Attachment 1) Separation between the bolt holes shall in any event be at least four (4) inches. Licensee's suspension strand and cable shall be located above Licensor's facilities unless Licensor permits otherwise.

21. The minimum separation between Licensee's and Licensor's suspension strands specified herein also applies between Licensee's strand and the suspension strand of another Licensee, and between two or more strands of Licensee; provided, however, that Licensee may agree with another Licensee to reduce the separation between their respective strands. Separation between the bolt holes must in any event be at least four (4) inches.

22. Where Licensee's strand is above Licensor's strand, Licensee's strand-mounted equipment housings and cable expansion loops shall be placed at least six (6) inches above Licensor's facilities.

23. Power supply cabinets and other pole-mounted equipment shall not be permitted below Licensor's facilities on a pole where any of the following are present:

- (a) Underground riser cable of pipe.
- (b) Cross-connecting terminal.
- (c) Pole-mounted distribution terminal.
- (d) Pole-mounted closure.
- (e) Apparatus case.

(f) Air dryer.

(g) Other equipment of a size that would impair climbing or working space if an additional pole-mounted facility were installed.

24. Licensee shall be required to place all its Attachments, including amplifiers, power supplies, terminals, splitters and taps, so as not to interfere with climbing space, as defined in the National Electrical Safety Code (Rule 236).

25. Where by mutual agreement with the power utility, attachment of cables to both sides of the pole is permitted, two (2) licensees may employ a common through bolt provided one (1) licensee notifies the licensor, in writing, that it accepts the responsibility for maintaining the bolt. N.E.S.C. climbing space requirements must be maintained by all parties.

26. Licensee shall not attach its facilities, except the termination of the bond wire when authorized, to Licensor's strand or suspension bolt.

27. Through bolts may not be placed less than ten (10) inches from the top of the pole.

LOADING

28. The Licensee shall furnish to Licensor as a part of Exhibit B to this Agreement the details as to the ultimate strength, tension of sixty (60) F, applicable storm loading specifications in the Code.

29. Licensee shall furnish to Licensor as a part of Exhibit B to this Agreement details as to the weight and size of its cables, suspension strands and/or conductors, with and without the ice loading, as specified by the National Electrical Safety Code (Rule 251) or appropriate local code for the loading area concerned. N.E.S.C. Rule 250 covers the degree of loading (light, medium, heavy) appropriate in different sections of the country. Where a local code designates a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

30. Licensee may lash its cable to the strand of another licensee, where this is acceptable to all other licensees involved and to Licensor. Maximum tension of Licensee's strand shall not exceed 60% of the breaking strength under applicable storm loading, as defined by the National Electric Safety Code (Rule 251). Where local codes designate a heavier degree of loading than the N.E.S.C., the local requirements shall govern.

GUYING AND STEPPING

31. Guying will be required on poles where the total unbalances load, including the tension due to Licensee's Attachments under the appropriate storm loading prescribed by the National Electrical Safety Code (Rule 251), exceeds 200 pounds unless the pole was designated as an unguyed corner pole and the pole has adequate strength and stability, in the opinion of Licensor, to withstand the additional load.

32. Guys, when required, shall be of such material and dimensions as to provide adequate strength to withstand the transverse loads specified in the National Electrical Safety Code (Rule 252B), and the longitudinal load assumed in the Code (Rule 252C). Guys on poles which also support power facilities shall be in compliance with the National Electrical Safety Code (Rule 261C). On poles supporting communications facilities only, guying shall be in compliance with Grade C construction requirements of the Code.

33. Guy guards shall be installed in compliance with N.E.S.C. Rule 282E (Supplement I).

34. Licensee may attach its guy to Licensor's anchor rods where Licensor specifically authorizes it in writing. Should it be necessary to replace the anchor at a later date to provide added strength for Licensor's requirements, the anchor shall be replaced at Licensee's expense if the existing anchor rod would support Licensor's Attachments without regard to Licensee's guy.

35. More than one licensee may use a common guy to sustain their combined load.


36. Guys shall be insulated or grounded as specified in the Safety Code (Rules 282 and 283). Licensee's guys shall not short circuit Licensor's guy insulators, where used.

37. Material used for guys shall be compatible from a corrosion standpoint with the hardware for which it is attached. Licensor shall specify or approve the material used by Licensee for guys attached to Licensor's hardware.

38. Where Licensor determines that because of Licensee's activity on a pole, the pole must be stepped, or if the Licensee requests that a pole be stepped for Licensee's convenience, Licensor will have the pole stepped at Licensee's expense. Licensor will determine the extent, method and manner of stepping required in view of the facilities located on the pole, safety requirements and the hazards of stepping any particular pole.

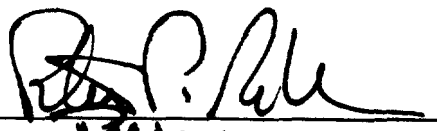
LICENSOR

SOUTH CENTRAL BELL TELEPHONE COMPANY

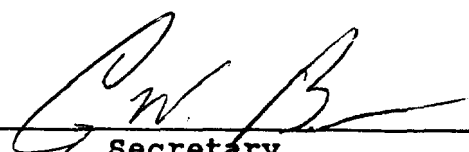
By 
Title General Mgr.-Nbrk. Provisioning
Date 7.24.90

LICENSEE

York Cable Television, Inc. d/b/a
Southwest Cablevision
(Name of Licensee)

By 
Title Gen.
Date 7/10/90

Attest:


Secretary

Centerville
Glaston
Liberty, Mo
Woodville

AMENDMENT NUMBER 2

The following is Amendment Number 2 to "License Agreement for Pole Attachments" effective June 15, 1988 between York Cable Television, Inc. d/b/a Southwest Cablevision ("Licensee") and South Central Bell Telephone Company ("Licensor"). The Agreement is hereby amended as follows:

Article XVI, entitled "Term of Agreement" is hereby deleted in its entirety and replaced with the following:

ARTICLE XVI

TERM OF AGREEMENT

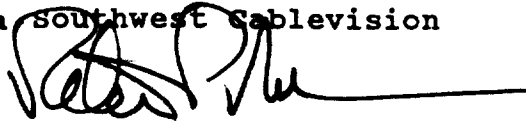
This Agreement shall terminate at 11:59 p.m. on June 30, 1990. Upon termination of this Agreement, all outstanding licenses shall terminate and shall be surrendered and Licensee shall immediately remove its cables, equipment and facilities from all poles and anchors of Licensor. If not so removed, Licensor shall have the right to remove Licensor's cable, equipment and facilities at the cost and expense of Licensee and without an liability therefore.

This Amendment shall be effective on June 30, 1990.

The parties hereto acknowledge that they have read this Amendment, understand it and agree to be bound by its terms and conditions. They further agree that the Agreement, together with this Amendment Number 2, constitute the entire agreement between the parties hereto with respect to the subject matter hereof.

In witness whereof, the parties hereto have executed this Amendment Number 2 by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

York Cable Television, Inc.
d/b/a Southwest Cablevision



(Signature)

PETER P. BREUBAKER

(Printed Name)

Pres.

(Title)

7/10/90

(Date)

SOUTH CENTRAL BELL
TELEPHONE COMPANY



(Signature)

H. W. Hay

HRC

(Printed Name)

General Manager-Ntwk. Prov.

(Title)

7-24-90

(Date)